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## ARTICLE 1

### PREAMBLE

#### Section 1--Purpose

This Agreement is executed as documentation of the cooperative atmosphere and in recognition of the promotion of continued partnership which exists between Local 2612, [American Federation of Government Employees](#), AFL-CIO (hereafter referred to as the Union) and the Director, Air Force Research Laboratory, Rome Research Site (AFRL/RRS), Rome, New York (hereafter referred to as the Employer).

#### Section 2--Recognition

The Employer recognizes the Union as the exclusive bargaining representative of all bargaining unit employees (hereafter referred to as Employees) as specified in Section 3 below.

#### Section 3--Applicability

The unit to which this Agreement is applicable is composed of all Air Force employees employed by AFRL/RRS, Rome, New York (including geographically separated sites within the commuting area), excluding professional employees (as defined by [5 USC 7103\(a\)\(15\)](#)), employees with temporary appointments not in excess of one year, employees engaged in civilian personnel work other than in a purely clerical capacity, management officials and supervisors as defined by the Act, and such other categories of employees as are excludable in accordance with the provisions of [5 USC 7112\(b\)](#), Title VII, of the Civil Service Reform Act of 1978.

#### Section 4--Other

All actions not covered by this Agreement will be governed by appropriate law, rule, or regulation.

## ARTICLE 2

### RIGHTS AND OBLIGATIONS

#### Section 1--General

The Employer, the Union, and the Employees are guaranteed certain rights under 5 USC, Chapter 71 (hereafter referred to as the Statute); with these rights, there are specific obligations. Compliance with the duty to bargain in good faith in accordance with 5 USC 7117 is essential to forging a cooperative working environment. In accordance with the Statute, the Employer has the right to determine the organization's budget and utilize the workforce with respect to mission requirements in accordance with 5 USC 7106(a). The Union has the right to negotiate on the conditions of employment that affect bargaining unit Employees in accordance with 5 USC 7106(b). The Employee has the right to join or not join a labor organization (Union) without fear of coercion, harassment, intimidation, or reprisal of any kind in accordance with 5 USC 7102. Compliance with these rights and obligations, in concert with the articles of this Agreement, assures the uninterrupted, orderly, economical, and efficient accomplishment of the AFRL/RRS mission.

#### Section 2--Union

1. The Union shall represent the interests of all Employees without discrimination and without regard to Union membership in accordance with 5 USC 7114(a) (1).
2. The Union shall maintain a high standard of judgment in its interaction with the Employer and the Employees.
3. The Union shall discuss and bargain in good faith with the Employer concerning changes relating to personnel policies, practices, and working conditions, in accordance with the Statute.
4. The Union has the right to be informed and to be represented at all formal discussions in accordance with 5 USC 7114(a) (2) (A).
5. The Union has the right to attend any examination of an Employee if the Employee reasonably believes that the examination may result in disciplinary action against the Employee and requests Union representation.
6. The Union has the right to request data in accordance with 5 USC 7114(b) (4).

### Section 3--Employer

1. Nothing in this Agreement shall affect the authority of the Employer to determine the mission, budget, organization, number of employees, and internal security practices in accordance with applicable law ([5 USC 7106\(a\)](#)).
2. The Employer shall inform the Union of all formal discussions in accordance with [5 USC 7114\(a\)\(2\)\(A\)](#).
3. The Employer shall discuss and bargain in good faith with the Union concerning changes relating to personnel policies, practices, and working conditions, in accordance with the Statute.
4. The Employer shall furnish, to the Union, data requested in accordance with [5 USC 7114\(b\)\(4\)](#).

### Section 4--Employees

1. The Employees have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from such activity. In addition, this Agreement does not preclude any Employee, regardless of labor organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, or regulation.
2. Nothing in this Agreement will be construed as denying an Employee a right which the Employee has by law or regulation.
3. The Employee has the right to request Union representation at any examination of an Employee if the Employee reasonably believes that the examination may result in disciplinary action against the Employee.
4. The Employee has the right to contact the Union concerning representational issues during duty hours.

## ARTICLE 3

### LABOR MANAGEMENT RELATIONS

#### Section 1--Official Time

1. Official time is time granted to an Employee who is a Union Official in the preparation for and in the performance of representational functions on behalf of a labor organization. Time expended will be reasonable, necessary, and in the public interest. Official time is time without loss of pay or charge to leave and is a right of elected Union Officials granted by 5 USC 7131, regulations, Executive Orders, and this Labor-Management Agreement.

2. It is in the interest of both the Union and the Employer that Union Officials have sufficient time to perform their representational functions. Realizing that completion of assigned duties is a shared interest, it then becomes the responsibility of the Union Official and his/her supervisor to assure optimum work performance while meeting Union Officials' requirements for representation of Employees. Conflict between these interests can be minimized if supervisors and Union Officials work together and communicate to achieve common interests.

3. Supervisors must understand the role of the Union Official and attempt to achieve a balance between the use of official time and workload. Supervisors shall approve requests for official time unless a serious detrimental affect would be incurred in accomplishment of the workload. Realizing the potential disruptive scheduling effects of last-minute departures, Union Officials shall request official time as far in advance as possible. When advance notice is not possible, both Union Official and supervisor must work together to minimize disruption. A determination by the supervisor on a request for official time will be provided as far in advance as possible, normally within 1 (one) hour of the request. Should a change to scheduled official time become necessary, the party initiating the change will notify the other party as soon as possible. Requests for departure from the workplace to conduct representational duties shall include location, general nature of the business, and projected time of return to the workplace. Supervisors must be sensitive to the fact that Union Officials frequently perform Union representational functions of a confidential nature and therefore extensive listings of specific nature of business must be avoided. In evaluating requests, consideration must be unbiased, taking into account the amount

and type of workload, specific time of day, alternative methods of accomplishing work (i.e., versatile work force), urgency of work completion, and benefits to be derived by the Laboratory as a whole as a result of the Union Official's fulfillment of representational duties.

4. Union Officials may attend, in their official capacity, functions that affect the Laboratory upon invitation by the function's presiding official (such as: Director, Division Chief, Elected Officials, etc.). Supervisors of Union Officials are obligated to release the Employee under this section unless there is an emergency workload.

5. Union Officials will be allowed sufficient official time for preparation of forms and correspondence to other federal agencies as mandated by law.

6. Any activities performed by an Employee relating to the internal business of a labor organization (including, but not limited to, solicitation of membership, internal newsletters for members, elections of labor organization officials, informational picketing, and collection of dues) shall be performed during the time in which the Employee is in a non-duty status, and therefore will not be considered official time.

7. Official time shall be granted for training (including Union sponsored training) of Union Officials for representational duties. Such training is not to be considered as internal Union business. The Union will submit information concerning the content and schedule of the training session to the local Civilian Personnel Branch Office. The Union will also provide the name and office symbol of the individual attending the training session.

#### Section 2--Recognition of Union Officials

The Employer agrees to recognize duly elected officers and stewards of the Union and designated national representatives. The Union will provide, to the Employer, a list of Union Officials after an election or whenever a change occurs. The number of stewards in the bargaining unit shall be the minimum number required to properly represent the Employees. Stewards will normally service the organization in which they are assigned.

#### Section 3--Union Facilities

The Employer shall provide the Union an office environment comparable to a normal AFRL/RRS office including:

- a. private office space (as a guideline, approximately 500 square feet)
- b. conference room access
- c. custodial services
- d. functional office furniture
- e. 3 (three) Class A phone lines, X7977, X7974, and X1919
- f. a minimum of 2 (two) computers and associated peripherals plus a web page link.

#### Section 4--Union Visitors

Authorized officials of the AFGE who are not AFRL/RRS employees may visit the installation to conduct appropriate business upon notification, by the Union, to the Civilian Personnel Branch Office. Advance notice will be provided when available.

#### Section 5--Mid-Term Bargaining

1. When the Employer decides to make a change that will affect conditions of employment ([5 USC 7103\(a\) \(14\)](#)) of unit Employees, the Employer is required by the Statute to notify the Union prior to the implementation of the change. Such notification must be given to the Union President far enough in advance of the proposed implementation date that Union representatives will have sufficient time to study the change and to decide if they wish to bargain ([5 USC 7117](#)). This notification to the Union must indicate what the Employer intends to do, and when the Employer proposes to do so.

2. Union representatives are entitled to official time as outlined in Paragraph 1 above for Mid-Term Bargaining. The number of Union representatives and Employer representatives for Mid-Term Negotiations will normally be 2 (two) individuals from each party. Any deviation from the norm will be mutually agreed to, but will be limited to a maximum of 4 (four) individuals from each party.

3. The Union will provide written proposals seven days prior to the first bargaining session, unless this provision is specifically waived by mutual agreement. If the Union has supplied proposals to the Employer and the first bargaining session is postponed or cancelled by the Employer, the Employer will return the proposals to the Union. The Employer will then receive proposals at the first bargaining session.

## ARTICLE 4

### TRAINING AND DEVELOPMENT

#### Section 1--Concept

1. The continued training and development of the work force is essential in maintaining and improving the effectiveness of AFRL/RRS. The Employer, the Employees, and the Union join to encourage a versatile, well adapted work force with a broad spectrum of skills for the successful accomplishment of the mission and individual fulfillment.
2. The Employer and new Employee shall jointly and expeditiously prepare a training and development plan upon assignment.
3. The Employer and Employee shall review periodically (annually as a minimum) the training and development plan for currency.

#### Section 2--Responsibilities

##### 1. Employer

- a. The Employer shall provide training opportunities in accordance with [AFI 36-401](#) on a fair and impartial basis.
- b. The Employer shall inform Employees of the broad scope of available training opportunities essential to the development of a knowledgeable, multi-skilled, productive work force.
- c. To ensure continuity of training and recognize individual accomplishments, the Employer shall document successfully completed training/education in the Employee's appropriate records within a reasonable period of time.
- d. When training requirements are identified, the Employer and Employee will work together toward developing a plan to satisfy the requirements.
- e. Employees will be provided the opportunity to request "RRS IT Training" courses. If a request is denied, the Employer will provide the Employee the basis for denial. The Employer shall provide the basis for the denial in writing, when requested to do so by the Employee. Employees who have been denied "RRS IT Training" may reschedule the training for the next class offering.



## 2. Employee

a. Each Employee is responsible for utilization of time, effort, and initiative to increase the Employee's potential value through self-development and training.

b. The Employee shall provide to the Employer documentation for non-agency training/education for the purpose of updating the Employee's Official Personnel File.

c. Each Employee is accountable to complete agency training. The Employee shall make every reasonable effort to do so.

d. The Employee is responsible for sharing knowledge and assisting in training other Employees to enhance the effectiveness of AFRL/RRS as a whole.

## 3. Union

The Union shall encourage Employees to take full advantage of all available training and education opportunities, thus promoting Employee development and career enhancement, and ensuring increased Employee contributions.

## Article 5

### Seniority

Seniority is based on an Employee's Service Computation Date as shown on the Employee's Leave and Earning Statement.

## ARTICLE 6

### TOURS OF DUTY

#### Section 1--Established Tours

Tours of duty have been established to ensure optimum accomplishment of the mission while providing a family friendly work environment. Regular and flexible tours of duty are five-8 hour days, Monday through Friday, commencing not earlier than 0600 hours and ending not later than 1830 hours, with core hours of 0900 to 1500 hours excluding a lunch period. Any tour of duty not addressed above will be considered an uncommon tour of duty. The Employer and Employee shall work together to establish the Employee's tour of duty based on mission requirements, individual requests, and/or personal hardships. Except in unusual circumstances, Employees working uncommon tours of duty will have 2 (two) consecutive relief days.

#### Section 2--Scheduling Conflicts

Should conflict arise in scheduling shift assignments or relief days of Employees possessing corresponding skills, and in the absence of a determinable personal hardship, seniority will govern, providing it will not seriously affect accomplishment of the workload. Notwithstanding the above provision, Union officials will be kept on their current shift during their tenure of office unless this would cause undue hardship to other Employees, interfere with the workload, or negate the desires of the Union official whose seniority would otherwise entitle the Union official to the shift change.

#### Section 3--Holidays

Holiday work assignments will be made on an equitable basis using qualified volunteers whenever possible; if no qualified volunteers are available and in the absence of a determinable personal hardship, selection will be made on the basis of least

seniority with all things being equal. Normally, Employees will be given at least 1 (one) week advance notice when they are assigned to work on holidays. A record of actual holidays worked by Employees will be maintained by the Employer and will be made available to the Union upon request.

#### Section 4--Lunch

Lunch periods are uncompensated and will be scheduled between the 3rd (third) and 6th (sixth) hours from the beginning of the tour. The length of the lunch period will be no less than 30 (thirty) minutes.

#### Section 5--Breaks and Cleanup

A short rest period, not to exceed 15 (fifteen) minutes, may be granted to Employees during each half of their work shift. Incidental tasks that are directly connected with the performance of a job such as obtaining and replacing working tools or materials, undergoing inspections, changing clothes, washing up, etc., are considered part of the job requirements within the established tours of duty.

#### Section 6--Changes in Tours of Duty

Normally, the Employer will notify the Employee of changes in tours of duty or hours of work 2 (two) weeks in advance. Normally, Employees may change schedules with a 2 (two) week advance notice, and must work a selected schedule for a minimum of 2 (two) pay periods. In the event the Employee goes TDY for work or training and the trip duration is completed within one pay period, the Employee's duty schedule will only change for that pay period.

#### Section 7--Compressed and Flexible Work Schedule

1. It is the objective of all parties to optimize the work environment, while addressing Employees' family needs, through establishment of Compressed and Flexible Work schedules. The Union and the Employer recognize options of a 5 day, 8 hour schedule or a 5-4/9 schedule (with a starting time no earlier than 0600 hours and ending no later than 1830 hours). The parties encourage maximum utilization of compressed and flexible work schedules, consistent with mission requirements. The participation of both the Employees and the Employer in the scheduling process can create a schedule that is well suited to the AFRL/RRS work environment, ensures the accomplishment of the AFRL/RRS mission, and addresses Employees' needs.

a. Compressed Work Schedule means an 80-hour biweekly basic work requirement which is scheduled in less than 10 workdays.

b. Flexible Work Schedule is that portion of the workday during which the Employee has the option to select and vary starting and stopping times within established limits as defined in Section 1 of this Article.

c. Employees may utilize either a Flexible Work Schedule or a Compressed Work Schedule, but may not flex their schedule while on a Compressed Work Schedule.

2. Compressed and Flexible Work Schedules may be implemented in those instances where utilization of such does not substantially disrupt the organization nor cause the organization to incur additional cost (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule). Further, personal hardship of the Employee shall be considered by the Employer in determination of any Compressed Work Schedule.

3. In the event of denial or termination of a Compressed or Flexible Work Schedule, the Employer will discuss appropriate justification with the Employee. If the Employee is dissatisfied with the justification, the Employee may use the negotiated grievance procedure as outlined in **Article 16** of this Agreement.

#### Section 8--Overtime

1. Overtime is hours of work as defined in [5 USC 6121](#). Normally work performed in excess of 8 hours in a day/40 hours in a work week (regular tour) or any hours in excess of those specified (compressed tour) is compensable work.

2. Overtime is directed by the Employer when there is a need to accomplish the mission workload outside an Employee's tour of duty; in assigning overtime work, the Employer will consider whether such work would impair the health or efficiency of the Employee or cause discernible hardship. Employees assigned to perform overtime work will be given as much advance notice as possible, normally at least 24 hours in advance of the work to be performed.

3. First consideration for overtime shall be given to those Employees possessing the required skill and who are assigned to the same work area where the overtime is to be performed. Normally, qualified volunteers who are assigned to the same work area where the overtime is to be performed will be assigned to perform the overtime work. In the event there are no qualified volunteers, selection will be made from an overtime roster to

assure fair and equitable distribution of overtime work among qualified Employees.

4. The Employer will maintain an overtime roster. This roster will reflect overtime worked or declined and will be maintained for a period of 1 (one) year from the date the overtime is directed. Overtime declined will be considered overtime worked in determining overtime distribution.

5. An Employee (GS, WL, or WG pay scale) who has worked overtime and is, therefore, entitled to overtime pay may, subject to the guidelines of the [Working Families Flexibility Act](#), request compensatory time off in lieu of overtime pay earned on an hour-for-hour basis. The Employee shall inform the Employer, prior to the Employer's submission of the request for overtime, of his/her choice of overtime pay or compensatory time off. In cases of compensatory time off selection, compensatory time off must be granted to an employee within a reasonable time after the overtime is worked. The limit for the use of compensatory time off is the end of the 26th pay period after that in which the overtime was worked. Any unused compensatory time will be paid at the overtime rate at which it was earned.

## ARTICLE 7

### DETAILS

#### Section 1--General

1. Details provide necessary flexibility to meet temporary requirements. A detail is a temporary assignment of an Employee to a different position or set of duties for a specified period while remaining in his or her current status and pay. Temporary assignment to a higher graded position for more than 30 (thirty) days will be accomplished as a temporary promotion.

2. Details of 30 (thirty) days or less will be documented in the "Supervisor's Employee Work Folder", AF Form 971 upon completion of the detail. The documentation shall include sufficient information to assure credit is awarded for general experience in the performance of the detail. For details in excess of 30 (thirty) days, a "Request for Personnel Action", SF Form 52, must be processed.

3. The following provisions for details apply, providing accomplishment of the workload is not adversely affected:

a. The Employer shall solicit volunteers for the detail from the same area where the work is to be performed.

b. When there are no volunteers, the Employer shall consider seniority and personal hardship in selection of Employees.

#### Section 2--Temporary Promotion

1. A temporary promotion is a temporary assignment of an Employee to a higher graded position. Employees temporarily promoted will receive the higher salary and credit for time-in-grade.

2. The initial 120 days of a temporary promotion may be done non-competitively; however, any temporary promotion that extends beyond the 120 day time limit must be open for competition in accordance with [Article 12](#) of this Agreement.

## ARTICLE 8

### LEAVE

#### Section 1--Annual Leave

1. Annual leave is an important and significant benefit for all Employees. There is a mutual Employee-Employer responsibility to plan and schedule the use of annual leave throughout the year. Approval of an Employee's request to take leave will be granted subject to prevailing workload requirements. When a request for annual leave cannot be initially approved or is subsequently denied, the Employer shall make every effort to reschedule the annual leave compatible with the needs of the organization and the desires of the Employee. The final determination as to the time and the amount of annual leave granted at any specific time rests with the Employer.

2. The Employer, based on input by the Employee, shall establish leave schedules, and make the schedules available to the Employee, by 15 February to ensure that all Employees are given a reasonable opportunity for a vacation and to use any leave they would otherwise forfeit at the end of the leave year. The Employer shall re-verify established leave schedules not later than 30 August to minimize Employee forfeiture of excess annual leave.

3. When conflicts in scheduling leave occur, the Employer will confer with the affected Employees to obtain mutual agreement to resolve the conflict. If this step fails and in the absence of a determinable personal hardship, the affected Employees will be informed of all conflicts and the senior Employee will be given a choice of 1 (one) period to apply his/her seniority. Selection of desired leave periods will be done on a revolving descending seniority basis to resolve such conflicts, (i.e., most senior person selects first, second most senior person selects next, third most senior person selects next, etc., repeating until all conflicts are resolved).

4. Once an Employee has made his/her selection, the Employee may be permitted to change his/her selection when it does not disturb the choice of another Employee or is mutually acceptable to all parties involved and does not adversely affect the accomplishment of the workload. Insofar as work conditions permit, previously approved annual leave will not be denied unless there is a justifiable and valid reason, such as an emergency workload or the unexpected absence of another Employee.

5. The Employer shall notify the Employee of approval or disapproval not more than 1 (one) work day after a request is submitted for unscheduled annual leave, (i.e., leave not previously scheduled in accordance with Paragraph 2 above). The Employer shall provide, in writing or via electronic means, all denials of annual leave which may result in use or lose actions. Denial must not be arbitrary and must be based upon work-related considerations.

6. Absences for emergency reasons should normally be reported to the immediate supervisor by the Employee within 2 (two) hours after the start of the tour of duty. Employees assigned to shift work shall, in addition to the provisions outlined above, make every reasonable effort to contact their supervisor or designee by telephone prior to the start of their respective shift. If the Employee is unable to contact his/her supervisor, or in cases of questionable emergency, then final approval for the leave may be withheld until the Employee returns to duty.

7. Any Employee may apply for leave for any workday which occurs on a religious holiday associated with the religious faith of the Employee. Leave for such purpose will be approved unless the granting of such leave would adversely affect accomplishment of the workload.

#### Section 2--Court Leave

1. Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a Federal, state, or municipal court or to serve as a witness for the United States, the District of Columbia, or state or local government, including a military court.

2. Court leave can only be granted for those days and hours the Employee would otherwise be in a pay status. If excused early, the Employee shall contact his/her supervisor to determine whether it is practical for the Employee to return to his/her duty station for the remainder of the workday.

3. Upon return from court duty, the Employee will provide to his/her supervisor official written evidence of attendance.

#### Section 3--Military Leave

1. Military leave is an authorized absence from duty without loss of pay to perform military duties as a member of the Reserves or National Guard.

2. Eligible Employees shall, upon request, be granted military leave to perform active duty. The request for military leave shall be accompanied by appropriate official documentation. The



Employee is required to submit documentation upon completion of their active duty status as evidence that the military duty was performed.

3. When Military Leave is exhausted the Employee is required to take annual leave or LWOP.

#### Section 4--Sick Leave

1. Sick leave is a qualified right of the Employee in that it may be approved only for appropriate absences in accordance with 5 CFR 630.401(a).

2. Sick leave for prearranged medical appointments must be requested in advance of the absence.

3. Sick leave for absence due to circumstances which are not known in advance must be requested as soon as possible after the beginning of the tour of duty (normally within 2 (two) hours). Employees assigned to shift work shall, in addition to the provisions outlined above, make every reasonable effort to contact their supervisor or designee by telephone prior to the start of their respective shift.

4. The Employee shall request sick leave on the first day and inform the supervisor of the anticipated length of absence. If the amount of approved sick leave is exceeded, the Employee will contact the supervisor to request additional sick leave.

5. Sick leave of more than 3 (three) consecutive workdays must be supported by a medical certificate unless the Employee was not attended to by a physician. For Employees not attended to by a physician, the Employee's written statement explaining the incapacity due to illness may be accepted in lieu of the required medical certificate except for those who have been notified in writing in accordance with Paragraph 6 below.

6. Medical certificates in support of absences of 3 (three) workdays or less will not be required unless sick leave abuse is suspected. If future absences will require medical certification because of the initial sick leave abuse, the employee will be notified in writing of this requirement. The Employee will also be provided a written explanation as to why sick leave abuse is suspected and the absences involved. Employees have the right to grieve under the negotiated grievance procedure the allegation of sick leave abuse and the resultant determination to provide medical certification justifying the absence. The requirement for medical certificates which are required under this section will be reviewed every 6 (six) months for validity.

7. In cases of serious illness or disability, sick leave, not to exceed 30 (thirty) workdays, may be advanced to an Employee upon individual written request to the Employee's supervisor. At a minimum the request should include:

- a. a physician's statement
- b. duration of absence
- c. reasons for the absence
- d. a statement of intent to return to duty long enough to earn the advanced leave and to refund the amount still owed if unforeseen circumstances result in separation before the leave is paid back.

The Employer shall make every reasonable effort to ensure the Employee receives advance sick leave and to ensure processing in a timely manner (normally 1 (one) pay period).

#### Section 5--Leave Without Pay (LWOP)

LWOP is a temporary non-pay status and an authorized absence from duty. LWOP is appropriate when the Employee has insufficient annual or sick leave or compensatory time available to cover an approved absence. An Employee requests LWOP from the supervisor. LWOP of more than 30 (thirty) consecutive days must be made a matter of record in the Employee's Official Personnel Folder using an SF 52, Request for Personnel Action, which is submitted to Civilian Personnel. An Employee does not have to exhaust annual or sick leave before requesting LWOP.

#### Section 6--Excused Absence

1. Excused absence is an administratively authorized absence from duty without loss of pay or charge to leave.
2. Employees may be excused up to 4 (four) hours for blood donations. Employees must provide appropriate documentation to the supervisor.
3. If AFRL/RRS is closed because of adverse conditions and the Employer decides upon early dismissal, all Employees shall be dismissed in accordance with applicable procedures.

## ARTICLE 9

### TRAVEL

1. Travel will be accomplished in accordance with the Joint Travel Regulation (JTR). The Employer will make every reasonable effort to schedule travel during an Employee's regularly scheduled tour of duty. Employees will be entitled to compensatory time for travel in accordance with local policy.
2. When an Employee is scheduled to commence travel during the duty day, the Employee will be allowed time to prepare for departure. If the Employee returns from temporary duty during the duty day, the Employer will allow the Employee reasonable time to recuperate from fatigue or loss of sleep.
3. Frequent travelers (i.e., Employees traveling more than twice a year) will be issued government travel cards to use during travel. Employees will be encouraged to use these cards whenever possible for all expenses associated with travel.
4. The Employer will make every reasonable effort to issue a travel card to the Employee who is an infrequent traveler (i.e., Employees who travel two or fewer times per year), prior to a TDY. In lieu of providing a government travel card, the Employer will normally provide Employees an Electronic Funds Transfer to cover all travel expenses projected for the TDY, prior to the Employee departing on said TDY.
5. Employees are eligible to accept and accumulate "frequent flier miles" earned during TDY, however, use is in accordance with applicable regulations.
6. An Employee selected for assignment involving travel may request that he or she be excused; such requests will be given bonafide consideration. In cases of denial, the reason(s) will be explained to the Employee.

## ARTICLE 10

### POSITION DESCRIPTIONS AND CORE PERSONNEL DOCUMENTS

#### Section 1--General

Position Descriptions (PDs) and Core Personnel Documents (CPDs) must accurately reflect the duties and responsibilities of the Employee. Each PD and CPD must be reviewed annually for accuracy and currency.

#### Section 2--Identical Positions

All identical positions will be covered by the same Position Description or Core Personnel Document. Each Employee will be furnished a copy of his/her current PD or CPD and any changes will be discussed with the Employee. Upon request, the Union will be furnished a copy of position descriptions or core personnel documents for representation of Employees.

#### Section 3--Changes

As a courtesy, the Employer will notify the Union prior to taking classification actions which results in change of series or grade of a position.

#### Section 4--Appeals

An Employee who believes his/her PD or CPD is inaccurate may discuss concerns with the supervisor at any time. If further discussion is required, the Employee may invite the Union; Union representation offers an opportunity for clarification. If the Employee is still dissatisfied, the Employee may file a classification appeal in accordance with applicable regulations. On an annual basis, the Employer will advise Employees on procedures for filing a classification appeal.

## ARTICLE 11

### EMPLOYEE RECORDS

#### Section 1--Access

Access to Official Personnel Folders (OPF) is restricted by the Office of Personnel Management (OPM) and is limited to Operating Officials, Supervisors, and the Employee or his/her representative (who has been designated by the Employee in writing).

#### Section 2--Employee Review

The Employer will allow an Employee to review documentation incorporated into his/her OPF in accordance with applicable OPM guidelines.

#### Section 3--Additional Information

The Employee may submit material to the Employer for inclusion in the OPF in accordance with applicable OPM guidelines.

#### Section 4--Employee Responsibilities

It is the Employee's responsibility to review his/her Supervisor's Employee Work Folder (AF Form 971). The Employee and/or his/her representative has the right to see and initial any entries and documentation placed in his/her "Supervisor's Employee Work Folder", and obtain copies of documentation contained therein, upon request to the Employer. Employees will review and initial all negative documentation concerning performance and conduct before such documentation is placed in the folder. The initialing of the negative document(s) does not mean concurrence, only that the Employee has knowledge of the documentation being placed in the "Supervisor's Employee Work Folder".

#### Section 5--Employer Responsibilities

The Employer shall provide Employees a copy of the information that is reflected in their "Career Brief", normally no later than 7 calendar days after the Employee makes such request to the Civilian Personnel Branch Office. When the employee discovers inaccurate information, the Employer will correct all substantiated inaccuracies, normally within (30) days from the date the supporting documentation is submitted by the Employee.

## ARTICLE 12

### MERIT PROMOTION

#### Section 1--General

The Merit Promotion program is based on strict conformance with merit principles specified in [5 CFR 335](#), [AFMAN 36-203](#) and [5 USC 2301](#). This Article describes procedures to ensure Employees receive fair and equitable consideration for vacant positions, and is designed to ensure that only qualified candidates are referred and selected. In no way is this Article designed to interfere with the Employer's rights as outlined in [5 USC 7106\(a\)\(2\)\(C\)](#).

#### Section 2--Process

1. Internal announcements will be posted on the AF Personnel Center's Civilian Employment web site. Employee's are responsible for nominating themselves for consideration for positions.
2. Employees may also apply for positions announced to the general public (i.e., Direct Examining Unit (DEU) announcements), using the procedures applicable to External applicants.
3. To afford additional candidates consideration, the Employer may consider restructuring positions for fill action.

#### Section 3--Employee Responsibility

Each Employee is responsible for ensuring that his/her records are current and accurately reflect training, experience, education, and other appropriate information. Employees may submit updates to their records by submitting appropriate documentation to the Employer.

#### Section 4--Post Audit

1. The Union may request a post audit of any unit position. Information revealed at a post audit will be treated as confidential. Notwithstanding this commitment if a grievance goes to arbitration, the Union may bring to the attention of the arbitrator any information revealed during a post audit, which it believes to be necessary to support the grievance. The following information will be made available for the post audit:

- a. The area of consideration;

b. The qualifying standard that was used, including the justification for use of any selective placement factors;

c. The evaluation methods and system for combining evaluations used in obtaining the final ratings;

d. The name of the selected Employee;

e. The list(s) of names given to the selecting supervisor.

2. The provisions in Section 4, above, in no way obligate the Employer to provide information or documentation relating to the basis for a selection from a referral list.

#### Section 5--Alternative Method

If selection was not made utilizing the normal Merit Promotion process, the Employer will notify the Union of the Alternative Method used for filling the position.

### ARTICLE 13

#### PERFORMANCE APPRAISALS

##### Section 1--Purpose

1. Performance appraisals are governed by [AFI 36-1001](#) and [5 USC 4302](#) as a means of documenting employee job performance. The performance appraisal rating system is used as a basis to assign, train, promote, retain or remove employees.

2. Each Employee will be evaluated on an annual basis using a pass/fail performance appraisal system using a performance plan that identifies elements of performance. This plan will be directly related to the Employee's position description or core document.

3. The performance appraisal rating system as set forth in this Article is intended to be innovative and evolutionary in nature. Awards administered under the same time frame as annual appraisals are an integral part of the Civilian Awards Program (CAP) as outlined in Article 14.

## Section 2--Establishment of Performance Plan

1. Establishment of performance standards and elements shall be a two-way communication between the Employee and the supervisor. The purpose of this joint effort is to ensure there is a clear and mutual understanding of the duties and responsibilities contained in the Employee's position description and/or performance plan. For this reason, it is essential that Employees participate in formulation of the performance plan.

2. The supervisor shall initiate the formulation of the Employee's performance plan no later than 30 (thirty) days after the Employee's arrival in the work place. At this time, the supervisor will also initiate a dialogue with the Employee to discuss individual duties and responsibilities in relation to the organization's overall mission. Whenever the performance plan is modified, the dialogue shall be re-initiated.

3. Over the course of an appraisal cycle, an Employee may have significant additional tasks, projects and/or responsibilities added to his or her position. These additions may be included to the performance plan and included as part of his or her performance evaluation.

4. Performance Standards should be written so the Employee understands performance expectations; these will be utilized to evaluate the Employee's job performance.

5. When the performance plan has been finalized, the Employee will sign and date the performance plan as an acknowledgment and be provided a copy. General performance standards developed or modified will be forwarded to the Union for review and comment.

## Section 3--Discussion

1. Informal discussions are a standard part of supervision and should occur throughout an appraisal period. These discussions are designed to facilitate an open exchange of ideas between the supervisor and Employee. As such, freedom from restraint, coercion, and reprisals for expressing their views during the meeting is essential.

2. Regularly scheduled discussions will provide the Employee the opportunity to seek further guidance and understanding of his or her work performance. At the time the Employee's annual appraisal is rendered, if Employee's overall performance rating is Acceptable, the Employee will sign the form. The Employee's signature does not consent to concurrence, only acknowledgement of being informed of the annual appraisal. Once the employee has



signed the form, the Employee will immediately receive a copy of the form.

3. In cases where an Employee and supervisor wish Union participation, the discussion will be suspended until appropriate representation is present. If either the Employee or supervisor does not concur, the meeting will be terminated pending Union/Employer discussion of the situation. Union representation at these meetings provides an additional opportunity for clarification of the issues using informal communication prior to the formal grievance process as outlined in [Article 16](#).

#### Section 4--Unacceptable Performance

1. If at any time during the appraisal cycle the Employee's performance becomes unacceptable, the supervisor shall inform the Employee. In addition, written notice will be provided to the Employee. This notice will include:

- a. which element(s) the Employee is not meeting;
- b. how the element(s) is/are not being met;
- c. what the Employee must do to meet the element(s);
- d. an opportunity period in which to improve (the improvement opportunity period shall be for a minimum of 30 (thirty) calendar days);
- e. the Employee's opportunity to supply medical documentation of any medical reasons for the unacceptable performance.

The notice should also include information as to the availability of services to improve Employee performance. These include:

- a. counseling;
  - b. personal demonstration;
  - c. peer coaching;
  - d. formal or on-the-job training.
2. The supervisor shall also complete an out-of-cycle appraisal and provide a copy of same to the Employee, along with the notice of unacceptable performance. Once the performance is no longer unacceptable the supervisor shall complete a new out-of-cycle appraisal, present same to the Employee, and inform the Employee in writing that the element(s) as cited in the notice of

unacceptable performance is/are now being met. If the Employee's performance is still unacceptable, after the improvement opportunity period has expired, the supervisor may take appropriate corrective action as outlined in 5 USC 4303 and 5 CFR 432.

## ARTICLE 14

### AWARDS

#### Section 1--General

1. Recognition of Employees through monetary and non-monetary awards reflects an effort to promote continuous improvement in performance and quality public service. As such, it is an incentive program; that is, Employee recognition is based on achievement and improvement. Achievements are linked to high quality service in accomplishing the mission. The intent is to motivate Employees to strive for excellence. The application of this program serves to promote a positive work environment in which awards are truly linked to Employee contributions that enhance performance. Employees will be appropriately rewarded on a fair and equitable basis regardless of changes in organizational structure, work processes, or work initiatives.
2. Morale will be positively impacted by the awards program being administered in a fair and equitable manner.
3. The Employer and the Union agree that a Civilian Awards Program is a vital and key mechanism for encouraging, recognizing and rewarding employee accomplishments above and beyond what the job functions normally require. The program will recognize and reward employees both as individuals and as members of groups or teams.

#### Section 2--Civilian Awards Program

1. The program recognizes that management, the Union, and Employees have important roles in identifying and recognizing Employees deserving of awards and praise.
2. The Employer will encourage all supervisors to use the Civilian Awards Program to the maximum extent possible in recognizing the achievements of Employees, to stimulate improved performance and morale, through such means as letters of appreciation or commendation, and through appropriate incentive awards.

3. The Employer will publicize the completed guidelines for implementing the Civilian Awards Program, and publicize the names of the outstanding Employees, the act that was rewarded, and the type of award they receive.

#### Section 3--Notable Achievement Awards and Special Act Awards

1. Employees may nominate themselves or any other worthy employee for a monetary award.

2. Special Act Awards must be submitted no later than 60 days from the time the act was performed, or completed. Notable Achievement Awards must be submitted no later than 30 days from the time the achievement was performed or completed.

#### Section 4--Time-Off Awards

1. Granting time-off awards shall be based on the same criteria and circumstances as for other incentive awards.

2. Supervisors may approve time-off awards of no more than 1 working day without review and approval of higher official.

3. Employees may be awarded a total time-off of 80 hours during any leave year. The maximum amount of any single award that can be approved for any single contribution is 40 hours.

4. Employees must schedule time-off within 90 days after the effective date of the award. Employees will forfeit any time-off not used within 1 year from the effective date.

#### Section 5--Performance Awards

The Employer will consider awarding Employees in conjunction with the annual performance appraisal process, utilizing Individual Cash Awards, Time-Off Awards, and Quality Step Increases. Award justification for annual performance awards shall not specifically cite Time Off Awards, Notable Achievement Awards, Special Act Awards, or other awards that the Employee previously received, but may reference any accomplishments that occurred within the annual appraisal period.

#### Section 6--Named Awards

1. Committees reviewing nominations of Employees for named awards will include a representative from the Union. The Union's representative will fully participate on any such committee that makes recommendations to the final approving official.

2. All nominations submitted will be reviewed at the division level. The division level review will be limited to valid relevant criteria. All qualified/deserving nominations will be forwarded to the committee for consideration.

3. Quarterly and annual awards shall be considered named awards.

## ARTICLE 15

### DISCIPLINARY ACTIONS

#### Section 1--General

Discipline is easily maintained in a work environment governed by reasonable rules, standards of conduct, and performance that are clearly communicated, consistently applied and equitably enforced. There are situations of misconduct or delinquency, however, where disciplinary action is appropriate. In these instances, a progressive disciplinary process will be utilized to the extent it is required by [AFI 36-704](#) and [5 CFR 752](#). The Employer's options, in order of least severe to most severe, include, but are not limited to:

- a. Oral Admonishments
- b. Reprimands
- c. Suspensions
- d. Removals

#### Section 2--Concept

The severity and circumstances of the incident will determine what level of disciplinary action will be initiated. Constructive disciplinary action will be based on just cause, initiated promptly, and administered in a fair and equitable manner. Its objectives are: develop, correct, and rehabilitate Employees; encourage acceptance of appropriate responsibility and standards of conduct; and, promote the efficiency of the service. Disciplinary action must be applied as consistently as possible in relation to the offense considering the particular circumstances of the cause(s) for disciplinary action.

### Section 3--Grievance/Counseling Sessions

1. Disciplinary action may be grieved in accordance with the provisions of [Article 16, Section 3, Step 2](#) of this Agreement or if allowed by law to the Merit Systems Protection Board, but not both.

2. Non-disciplinary counseling sessions conducted by supervisory and/or Management officials with an Employee that are recorded in the "Supervisor's Employee Work Folder" will be in accordance with [Article 11](#) of this Agreement. Such counseling sessions and entries thereof will be grievable under terms of [Article 16](#) of this Agreement.

### Section 4--Investigations

1. When the Employer becomes aware of a situation involving misconduct or delinquency of an Employee, the Employer will initiate the investigation within a reasonable time frame.

2. If during the investigation, an Employee is being questioned by a management representative and reasonably fears disciplinary action, the Employee is entitled to the assistance of a Union representative if he or she requests it. All applicable references to Union representation below will only apply when the Employee has designated the Union to represent him/her. If the Employee requests Union representation, a reasonable time period, not to exceed 72 hours, will be afforded to provide for union representation. Individuals present will be restricted to the minimum necessary to conduct the investigation. Once the Employer has attained sufficient information concerning a disciplinary action, and decides not to take disciplinary action, the Employer will notify the Employee and the Union representative, (normally within 15 (fifteen) calendar days after the Employer is aware of the alleged incident) as to the decision not to take a disciplinary action.

### Section 5--Employer Actions

If the Employer decides a disciplinary action is warranted, the Employer will issue either an Oral Admonishment or a Proposed Notice of Action to the Employee within a reasonable timeframe. The Employer will normally refrain from issuing a Notice of Proposed Action to an Employee on the Employee's last duty day of the week or the workday preceding a National Holiday. The Employer will also provide the Union a copy of all Notices of Proposed Action as soon as practicable after providing said Notice to an Employee.

## Section 6--Employee Actions

1. Once a proposed action has been issued in writing to the Employee and the representative, the Employee and representative will adhere to a 15 (fifteen) calendar day time limit for a response to the proposed action, unless an extension to the time limit is mutually agreed to. If the Employee/representative does not respond to the proposed action, then the Employer may proceed to paragraph 6.3 below.
2. If the Union requests data under [5 USC 7114](#), the time frame may be extended by mutual agreement.
3. Once the Employee or representative has responded to the proposed action, or the time frame for response (including any extensions) has expired without a response being made, the Employer will make a decision to proceed with the disciplinary action, mitigate the disciplinary action to a lesser degree, or cancel the action. The Employer will notify the Employee and the representative in writing of the decision (normally within 30 (thirty) calendar days).

## Section 7--Union Copies

Copies of all correspondence sent to the Employee will also be furnished to the Union when designated by the Employee.

## Section 8--Retention of Documents

1. In accordance with [Air Force Pamphlet 36-106, Paragraph 14.7](#), Oral Admonishments will be deleted from the Employee's Supervisor's Employee Work Folder 9 (nine) months after the Oral Admonishment is presented to the Employee. Written Reprimands will be removed from the Employee's Supervisor's Employee Work Folder 12 (twelve) months after the date of the Notice of Decision; however, a Written reprimand will remain in the Employee's Official Personnel Folder for 2 (two) years after that date. Records of Oral Admonishment between 9 (nine) months and 2 (two) years from issuance, and reprimands between 12 (twelve) months and 2 (two) years from issuance, may be maintained by the supervisor apart from the "Supervisor's Employee Work Folder".
2. The Employer may consider a written reprimand and/or suspensions as a prior offense to the extent required by [AFI 36-704](#) or other applicable regulation.

## Section 9--Proposed Notice

Proposed notices for disciplinary actions will include, but will not be limited to, the following:

- a. Type of action being proposed (Written Reprimand, Suspension, or Removal);
- b. Type of delinquency or misconduct;
- c. Specific details of the alleged incident;
- d. Number of days the Employee has to present an oral and/or written response;
- e. How much duty time the Employee is allowed to prepare a response;
- f. A notice that any additional facts the Employee feels relevant to the situation may be presented;
- g. Previous disciplinary actions (if applicable);
- h. Employee entitlement of representation (to include, but not limited to, Union phone number and address);
- i. Who the deciding official will be.

#### Section 10--Notice of Decision

Notices of decisions for disciplinary actions will include, but will not be limited to, the following:

- a. Type of action being issued (Written Reprimand, Suspension, or Removal);
- b. Type of delinquency or misconduct;
- c. Specific details of the incident (either by reference or specific items;
- d. Employee's right to grieve the action, as applicable.

#### Section 11--Other

All other disciplinary actions not covered in this Article (reduction in grade or pay, actions imposed by the MSPB, performance actions, etc.), will be governed by appropriate law, rule or regulation.

## ARTICLE 16

### NEGOTIATED GRIEVANCE PROCEDURE

#### Section 1--General

1. The negotiated grievance procedure is a structured process for resolving any matter(s) of concern or dissatisfaction regarding alleged violation of this Agreement, law, rule, or regulation, affecting any condition of employment. This procedure shall be the exclusive grievance procedure for resolving such issues, except for matters relating to the separation of probationary employees, matters excluded by law, or matters excluded elsewhere in this Agreement.
2. The goal of the parties is to resolve grievances at the lowest level possible, with the least amount of time, resources, and disruption to the work environment and mission.
3. Employees and authorized Employee representatives are free to participate in the grievance process without restraint, interference, coercion, discrimination, or reprisal.
4. The negotiated grievance procedure shall follow a three step process for Employee grievances and a two step process for Union/Employer grievances.
5. By mutual consent of the parties, Alternative Dispute Resolution (ADR) may be utilized in lieu of this negotiated grievance procedure.
6. Employees using the negotiated grievance procedure have the right to be accompanied, represented, and advised by a representative of the Union. Employees electing Union representation will do so in writing. A copy of the written designation will be provided to the Employer upon request. Employees who do not choose Union representation must represent themselves; they are not entitled to any other form of personal representation.

#### Section 2--Concept

1. Any Employee or group of Employees in the unit may present grievances to the Employer and have them adjusted, consistent with this Agreement, without the intervention of the Union, as long as the Union has been given an opportunity to have an observer present at the grievance proceeding.



2. Normally, all Employee grievances will be initially presented to the immediate supervisor of the grievant(s). However, a grievance may be initiated at a higher supervisory level if warranted by the circumstances, e.g., when the grievance is one over which the immediate supervisor has no authority or control.

3. Responding to a grievance in a timely manner, and avoidance of frivolous grievances, are essential to maintaining a good-faith approach to the negotiated grievance procedure.

a. If the Employer intentionally fails to meet the prescribed time frames, without a mutually agreed upon extension, the Employer will have the option of either granting the remedy the grievant seeks or paying the entire cost of the arbitration, should the grievance be elevated to Step 3. The burden of compliance with the time frames will rest with the Employer.

b. If the Union fails to meet the prescribed time frames, without a mutual agreed upon extension, the grievance may be declared untimely, therefore, non-arbitratable.

c. An appropriate grievance file will be maintained for each case that progresses beyond Step 1.

d. Employees will be allowed, upon request, a reasonable amount of duty time, if otherwise in a duty status, to prepare and present a grievance.

e. Multiple grievances over the same issue may be initiated as either a group grievance or as single grievances. When it is mutually agreed by the Union and the Employer that a group of Employees has an identical grievance, it will be considered as an individual complaint of one Employee selected by the group as the aggrieved. Grievances may be combined and decided as a single grievance at the later steps of the grievance procedure by mutual consent. The decision will be applied equally to all Employees affected.

### Section 3--Grievance Procedure

Employee grievances shall be comprise of a three step process: the Informal (Step 1), the Formal (Step 2), and Arbitration (Step 3).

#### Step 1--Informal Process

1. Informal grievances must be presented within 20 (twenty) calendar days following the date of the act or event creating the concern, or the date the Employee became aware of the act or

event. An Employee filing a grievance directly related to a suspension will be allowed up to 15 (fifteen) calendar days to file after conclusion of the suspension. The time limit for presentation may be extended upon mutual consent of the parties.

2. Informal grievances may be presented verbally, and, as a minimum, will specify the concern(s) and the remedy(ies) requested. Within 10 (ten) calendar days after initial presentation of a grievance, a meeting will be held to attempt to resolve the matter. Attendees at this informal grievance meeting(s) are limited to the supervisor in receipt of the grievance, the grievant, the grievant's representative (or a Union observer if the grievant has elected to proceed without representation), and a management advisor; other attendees must be mutually agreed to by the Union and the Employer. By mutual agreement, additional meeting(s) may be scheduled for pursuing resolution of the grievance. If resolution is achieved, a Memorandum for Record will be signed by the parties to the Agreement.

#### Step 2--Formal Process

1. When an agreement cannot be reached at Step 1, the Union and Employee will have 10 (ten) calendar days from the last informal grievance meeting to proceed to Step 2.

2. At a minimum the formal grievance will include: the grievant's name, the issue to be resolved, and the remedy the grievant seeks. The formal grievance will be presented to the Employer, either in writing or by electronic means.

3. The Employer will render a decision as expeditiously as possible but not later than 30 (thirty) calendar days from receipt of the formal grievance.

#### Step 3--Arbitration

1. If the grievance is not resolved to the Employee's satisfaction at Step 2, the Union may invoke arbitration. The request for arbitration must be submitted by the Union within 20 (twenty) calendar days after receipt of the Step 2 decision with a copy provided to the Employer.

2. The party invoking arbitration will send the written request to the FMCS for a list of 7 (seven) impartial persons qualified to act as arbitrators. For administrative purposes, a local code identifier will be utilized on the FMCS Form R-43 to relate the received list of arbitrators to the specific case. Upon receipt of the list, representatives of the Union and Employer shall meet within 7 (seven) calendar days and attempt to agree upon one of

the arbitrators on the list. Failing to agree, each party shall strike 1 (one) name in turn from the list; the name remaining after each has struck 3 (three) shall be the arbitrator.

3. The fees and expense of the arbitrator shall be borne equally by the Employer and the Union and regulatory limits of arbitrator fees and expenses will be honored. Each party shall fully bear the costs regarding witnesses and any other persons it requests to attend the arbitration. If possible, the arbitration hearing shall be held in the Employer's facilities during working hours. The order of proceedings will be determined by the arbitrator. The total number of Union representatives authorized official time to be present shall be limited to the number of Employer representatives.

4. The parties shall share equally the expense of any other mutually agreed upon services (such as verbatim transcripts) in connection with an arbitration hearing. If the parties cannot mutually agree upon the need for such services and decline to share expenses, the declining party forfeits any and all rights to services and materials obtained at the expense of the other party.

5. The arbitrator will apply any law, rule, or regulation which may come before him/her.

6. If either party cancels an arbitration hearing or asks for a postponement that leads to the arbitrator charging a fee, the canceling party or the party asking for postponement shall pay the arbitrator's fee; however, if cancellation is due to mutual settlement, the parties shall bear the arbitrator's fee equally.

7. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the agreement, or applicable laws, rules, and regulations. He or she shall consider and decide only the specific issues or issues submitted to him/her by the parties to this Agreement and shall have no authority to make a decision on any matter not so submitted.

8. The arbitrator will be requested by the parties to render his/her decision no later than 30 (thirty) calendar days after the conclusion of the hearing and furnish the Employer and the Union a copy of his/her decision. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority under [5 USC 7122](#). The party filing the exception will concurrently notify the other party.

#### Section 4--Employer or Union Grievances

Employer/Union grievances shall be comprised of a two step process: the Formal (Step 1), and Arbitration (Step 2).

a. When the Employer or the Union decides to file a grievance it can do so by filing the grievance in writing directly with the other party for resolution.

b. As a minimum, the letter will indicate the specific issue of the grievance and the remedy desired.

c. Within 12 (twelve) calendar days from the date of receipt of the Employer or Union grievance, the designees of the parties will meet to discuss the grievance in an attempt to resolve the issue.

d. A written decision on Employer or Union grievances will be rendered as expeditiously as possible but not later than 30 (thirty) calendar days from receipt of the grievance.

e. If the grievance is not resolved to the satisfaction of the initiating party, that party may invoke arbitration. The request for arbitration must be submitted within 20 (twenty) calendar days after receipt of the decision. The provisions of Section 3, Step 3 of this article will apply to arbitration of Employer or Union grievances.

#### ARTICLE 17

##### EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

#### Section 1--General

The Employer and the Union will cooperate to continue the Equal Employment Opportunity Program designed to provide equal opportunity for all Employees or applicants for employment regardless of their race, color, religion, age, sex, national origin or handicap.

#### Section 2--Compliance

The Employer shall comply with all governing laws, rules, and regulations with respect to the accommodation of handicapped Employees.

### Section 3--Employee Rights

Employees have the right to file a formal grievance as outlined in [Article 16](#), Negotiated Grievance Procedure or EEO complaint process, but not both.

## ARTICLE 18

### CONTRACTING OUT (A-76)

#### Section 1--General

To improve efficiencies, the Employer may choose to study the potential outsourcing or privatization of functions that are currently being performed by Employees in accordance with [OMB Circular No. A-76](#) and **Supplement**, and any other applicable guidance and laws regarding outsourcing.

#### Section 2--Union Notification

To best protect the interests of all, the Employer shall notify the Union and then the affected Employees, at the earliest possible time, of the intent to initiate an outsourcing (A-76) study.

#### Section 3--Interaction

Consistent with procurement integrity and conflict of interest restrictions, the Union and Employees shall have the opportunity to provide input for the Employer's use in the development of performance plans.

#### Section 4--Union Participation

The Employer will afford the Union the opportunity to participate, as an observer, on the "walk through" by bidders of the function undergoing a cost study.

## ARTICLE 19

### REDUCTION IN FORCE (RIF)

#### Section 1--General

Prior to official notification to employees, and as early as feasible, the Union will be informed of any Reduction in Force, which will adversely affect Employees, including information as to the reason for the reductions, the number and type of positions involved, and the approximate date the actions will take place.

#### Section 2--Impact and Implementation Bargaining

Union requests to meet with the Employer on the impact and implementation of a Reduction in Force, as it affects bargaining unit positions, will be processed in accordance with [Article 3](#) of this Agreement.

## ARTICLE 20

### HEALTH AND SAFETY

#### Section 1--General

1. A safe workplace is in the best interest of Employees, the Union, and the Employer. The Union and the Employer will promote Employee safety as a major factor in a productive working environment. The parties recognize their respective obligation to assist in prevention, correction, and elimination of hazardous and unhealthy working conditions and practices. The Employer and Employees will make every reasonable effort to maintain a safe, healthful, and sanitary work environment.

2. Recognizing that a well-trained and educated workforce is an essential part of the organization's safety and health program, both Union and Employer will promote annual Employee safety training. Information will be provided to Employees on an annual basis to include, but is not limited to, the proper evacuation of buildings, use of safety equipment, use of protective equipment and clothing, and ergonomics in the work area. Employees will adhere to health and safety guidelines and practices, including the wearing and use of protective equipment and clothing.

## Section 2--Administration

The Rome Research Site Occupational Safety and Health Program will be administered for Employees consistent with the [Occupational Safety and Health Act of 1970, Executive Order 12196](#), applicable laws, regulations, and standards.

## Section 3--Occupational Safety and Health

1. The Employer and the Union will promote Union interaction in the safety effort by encouraging crossfeed between the Union and the Employer's safety organization.
2. Normally, the Chief Steward will act as the Union focal point on all health and safety issues. The Employer will meet with the Chief Steward monthly to review and assess safety concerns and discuss and exchange discrepancy reports affecting the workforce. In the event identified safety issues are beyond the scope of the Employer's appointee and/or the Chief Steward's authority, other management officials may be required to provide input or action to rectify deficiencies.
3. The Employer will notify the Union when it becomes aware of health and safety meetings scheduled by other activities.
4. The safety program will include, as a minimum, proactive accident prevention, fire prevention, cardiopulmonary resuscitation (CPR) and first-aid training, and general publicity for the program.

## Section 4--Inspections

Inspections are conducted in order to comply with applicable directives. The Employer will notify the Union prior to all scheduled inspections, so the Union may have a representative present. This does not preclude the Employer from taking actions, in the absence of a union representative, to correct situations when they are identified. During the course of an inspection, Employees and the Union are encouraged to bring to the attention of the inspectors any unsafe or unhealthful working condition which the Employee has reason to believe exists in the workplace. Additionally the Union shall be given the opportunity to make written input. The Union will be furnished a copy of the report.

## Section 5--Equipment

1. The Employer will furnish, without charge to the Employees, personal protective equipment and clothing to perform those

duties that have been determined to be hazardous in accordance with criteria established by law. Such items shall meet Occupational Safety and Health Administration (OSHA) standards. The Employer will train Employees in accordance with [AFOSH Standard 91-31](#).

2. The Employer will provide storage space for protective equipment and clothing furnished to the Employees.

3. The Employer will furnish first-aid kits and emergency eye wash stations.

4. Food-related appliances such as coffee makers, microwave ovens, toasters, refrigerators, etc. may be used only in Employer-approved break and/or kitchen areas.

#### Section 6--Checks

Periodic checks of an Employee will normally be made when work is required that would necessitate extended periods of time in an unoccupied area not open to casual observation.

#### Section 7--Workplace Cleanliness

All individuals are expected to contribute to the tidiness of their work environment. Custodial services will augment the effort and will be provided as prescribed by appropriate Employer policies and directives.

#### Section 8--Medical Services

The Employer will provide medical services in accordance with appropriate directives.

#### Section 9--Detecting, Correcting, and Reporting Conditions

1. All parties must detect and report unsafe and unhealthful conditions. The Employer shall take timely action, within his control, to alleviate unsafe or unhealthful working conditions. Employees who are assigned duties or work in conditions that they reasonably believe could endanger their health or well-being shall immediately notify the supervisor of the situation and, as appropriate, file a report of unsafe or unhealthful working conditions. An Employee has the right to decline to perform an assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm. The supervisor will correct the problem or make reasonable efforts to assign work outside the affected work area and, if appropriate, contact safety or occupational health



activities to promptly investigate the conditions to determine whether work may proceed.

2. An Employee or group of Employees will not be required to work under conditions that are considered as presenting an imminent danger beyond those hazards inherent in their positions as determined by the Employer.

3. Any Employee who believes he or she has suffered an on-the-job injury or illness will report the occurrence to his or her supervisor. All duty related injuries and illnesses will be documented on Agency provided forms.

4. The Employer will ensure that no Employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of unsafe or unhealthful working conditions, or other participation in occupational health and safety activities. An Employee who believes he or she has been subject to acts of reprisal has the right to seek redress through grievance or Office of Special Counsel procedures.

#### Section 10--Ergonomics in the Workplace

1. In keeping with the goal of providing a safe and healthful workplace for all Employees, the Employer acknowledges that certain ergonomic and environmental factors contribute to the health and efficiency of the workforce. The Employer will provide, to the extent practicable, equipment and facilities (e.g., workstations, chairs, glare shields, lighting, etc.), which meet ergonomic and environmental design criteria for reducing the risk of injuries from repetitive motion work and other potential hazards.

2. Any Employee who works continuously performing a repetitive operation may be required to take a relief period of at least 10 (ten) minutes every 2 (two) hours. Supervisors will be responsible for determining if alternative tasks will be performed during relief periods. Non-availability of alternative tasks may not negate the requirement for a relief period.

#### Section 11--Light Duty

The Employer will make every reasonable effort to accommodate the Employee's medical documented restrictions in accordance with **5 CFR 539** and the [Air Force Injury Compensation Program](#).

## ARTICLE 21

### SUBSTANCE ABUSE

#### Section 1--General

1. Alcoholism and drug abuse are preventable and treatable illnesses. The Employer and the Union will assist and educate Employees in the prevention of abuse and will provide assistance in securing treatment of abuse in accordance with appropriate regulations, policies, and procedures.
2. Improved Employee health, productivity, and overall quality of the civilian workforce is the goal of the substance abuse effort.
3. Employees requesting assistance for substance abuse problems may contact either the local Civilian Personnel Branch Office or the Union Office.

#### Section 2--Drug Testing

Provisions of the [Air Force Civilian Drug Testing Program](#) apply. Upon assignment to a Testing Designated Position (TDP), an Employee is provided with a notice of being subject to random drug testing. Periodic review of the TDPs will be conducted to ensure they remain in the scope of the program.

## ARTICLE 22

### SMOKING

#### Section 1--General

Smoking policy shall adhere to the established Federal guidelines.

#### Section 2--Prohibitions

1. Smoking of tobacco products is prohibited anywhere inside of RRS buildings.

2. To promote a favorable public image, smoking is prohibited at all main entrance ways (lobby entrances).

3. Smoking of tobacco products is prohibited within 50 feet of any commonly used building entrances and anywhere that environmental tobacco smoke might be drawn into buildings through openings in doors, windows or air intake vents.

4. Designated smoking areas will be established outside at least one entrance to Building 106 and Building 3.

## ARTICLE 23

### PARKING

#### Section 1--General

The Employer agrees to provide adequate parking for all Employees.

#### Section 2--Reserved Parking

Reserved parking spaces will be provided for the following: handicapped personnel, government vehicles, visitors, and loading/unloading zones.

## ARTICLE 24

### OFF DUTY EMPLOYMENT

Employees who are required to file a financial disclosure report (i.e., SF-450 or SF-278), shall obtain written approval from the Employer before engaging in a business activity or compensated outside employment, IAW the provisions of the "Joint Ethics Regulation", [DoD 5500.7-R](#).

## ARTICLE 25

### DIRECTOR'S CALL

#### Section 1-General

The Union and the Employer recognize their shared interest in supporting Director's Calls. Employees will make every reasonable effort to attend Director's Calls.

#### Section 2-Attendance

Whenever the term "Mandatory" is used with Director's Call, the Employer will consider the weather conditions, the adequacy of the facility (lack of seating, lack of parking, etc.) and the use of available technology (AFRL Broad Band, slides posted on the RRS web site, etc.) in lieu of physical attendance.

## ARTICLE 26

### DUES DEDUCTIONS

#### Section 1--General

Each Employee has the right to become a dues paying member of the Union. An Employee who desires to become a dues paying member of the Union will fill out a SF-1187 (Request for Payroll Deductions for Labor Organizations Dues). Upon completion of the SF-1187, the Union will provide the Employer with the original for processing. The Employer will ensure that dues deductions are accomplished expeditiously, normally within 1 (one) pay period.

#### Section 2--Dues Deduction

The payroll office will prepare a bi-weekly remittance check. This check will be made payable to American Federation of Government Employees, Local 2612 and be mailed, at the end of each pay period, to:

American Federation of Government Employees  
Local 2612  
PO Box 1521  
Rome NY 14442-1521

The Employer will also prepare a listing of names and amounts withheld and forward it to the above cited address. This list will include the names of those Employees for whom allotments have been permanently or temporarily stopped and the reasons therefore, e.g., movement out of the unit, separation, LWOP, insufficient income during the pay period, etc.

### Section 3--Termination

1. Dues deduction will be terminated when the Employee is no longer a member of the bargaining unit, when the Employee has been suspended or terminated from the Union, or as determined by appropriate authority outside the Department of Defense.

2. An Employee may voluntarily revoke his/her dues deduction by submitting written notification to the Union and the Employer. The termination of dues deduction will not be effective until the first full pay period following 1 (one) year from the date the first dues deduction was made. If the 1 (one) year anniversary date has past, the dues revocation will not become effective until the first full pay period after 1 March of any given year ( [5 USC 7115](#) ).

### Section 4--Increase/Decrease

The Union will notify the Employer in writing of any increase or decrease in the amount of dues deducted from the Employees. Dues deductions increase will not be made more than once a year, unless an Employee elects to participate in the Union's dental program or other added cost benefit.

## ARTICLE 27

### DURATION OF AGREEMENT

This Agreement is subject to ratification by membership of AFGE, Local 2612. It is effective on the date of approval by Higher Headquarters in accordance with [5 USC 7114](#) and will expire 4 (four) years after the date it is signed by the parties to this agreement. It is understood that the provisions of this Agreement take precedence over practices which are in conflict with it. The Agreement will be automatically renewed for 4 (four) additional years unless either party gives written notice to the other, in the period between 180 and 165 days prior to the expiration date, of its desire to terminate or modify the Agreement. When either party gives such notice, ground rules

will be finalized within 45 days of the notice and negotiations will commence immediately thereafter.

## ARTICLE 28

### PUBLICATION AND DISTRIBUTION OF THE AGREEMENT

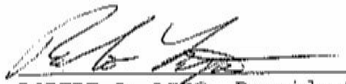
This Agreement will be accessible at the Rome Research Site Web Site with a link available off the Rome Research Site home page. Also, a hard copy will be provided, upon request, from the Civilian Personnel Branch Office. New Employees will be instructed on how to access this Agreement via the Internet. The Employer will be responsible for the distribution of hard copies and maintenance of the web site.

Signature Page for Labor-Management Agreement  
between the Director, Air Force Research Laboratory,  
Rome Research Site (AFRL-RRS), Rome, New York  
and  
Local 2612, American Federation of Government Employees

SIGNED THIS 7<sup>th</sup> DAY OF April, 2006, AT AFRL-RRS, ROME, NY



DONALD W. HANSON, SES  
Director, Information Directorate



ROBERT O. LIPE, President  
AFGE, Local 2612